

A G Contract No. KR99 2108TRN  
ADOT ECS File: JPA 99-146  
Project: HF021 01C  
Section: Vai Ki Inn Road  
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF COOLIDGE, ARIZONA

THIS AGREEMENT is entered into 27 October, 1999,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION  
(the "State") and the CITY of COOLIDGE acting by and through its MAYOR and CITY  
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has approved the exchange of \$655,000.00 in Highway User Revenue Funds (HURF) to the City for construction of improvements to Vai Ki Inn Road in the City, and such funds will be repaid to the State by withholding from the Central Arizona Association of Governments (CAAG) federal funds and the obligation authority for federal funds in the amount of \$834,521.00 in federal fiscal year 2001.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

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NO 23649  
Filed with the Secretary of State  
Date Filed: 10/27/99

Peterson Gayless  
Secretary of State

By: Dickey D. Shuenewald

## II. SCOPE OF WORK

### 1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by CAAG representatives and State ADOT representatives.

### 2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the City HURF funds in the amount of \$655,000.00 in accordance with paragraph II 1 c., d. and f. above.

b. Withhold from CAAG federal funds and the obligation authority of federal funds in the amount of \$834,521.00.

## III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Coolidge  
City Manager  
130 W. Central Avenue  
Coolidge, AZ 85228

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COOLIDGE, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By Wilbur Wuertz  
WILBUR WUERTZ  
Mayor

By Mary Lynn Fischer  
MARY LYNN FISCHER, Director  
Transportation Planning

ATTEST

By Lisa Pannella  
LISA PANNELLA  
City Clerk

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RESOLUTION

BE IT RESOLVED on this 19th day of August 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with THE City of Coolidge for the purpose of defining responsibilities for the exchange of HURF funds for the design and construction of improvements to Vi Ki Inn Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.



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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION NO. 99-15

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF COOLIDGE, COUNTY OF PINAL, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE EXCHANGE OF HURF FUNDS FOR THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO VAH KI INN ROAD.

BE IT RESOLVED, by the Mayor and Common Council of the City of Coolidge, that the Mayor for the City of Coolidge is, hereby, authorized and directed to execute and deliver an Intergovernmental Agreement between the State of Arizona acting through the Department of Transportation and the City of Coolidge for the purpose of defining responsibilities for the exchange of HURF Funds for the design and construction of improvements to Vah Ki Inn Road.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Coolidge this 13<sup>th</sup> day of September, 1999.

Wilbur H. Wenz  
Mayor

ATTEST:

Bob Parnell  
City Clerk

APPROVED AS TO FORM:

Robert M. Yates  
City Attorney

APPROVAL OF THE COOLIDGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF COOLIDGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13th day of Sept., 1999.

Robert M. Yates  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-2108TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED October 20, 1999.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/93790

Enc.